

**E
X
H
I
B
I
T

E**

EXHIBIT E



CERTIFIED MAIL – 7001 2510 0000 2547 5399
RETURN RECEIPT REQUESTED

PERSONAL & CONFIDENTIAL

General Motors Corporation
Dealer Contractual Group
Mail Code 482-A06-C66
100 GM Renaissance Center
Detroit, MI 48265-1000

July 7, 2008

Forrest Pontiac-Buick-GMC Truck, Inc
PO Box 37
Cleburne, TX 76033-0037

Attention: Mr. Charles M. Forrest, Vice President

This letter is written by General Motors Corporation ("GM") regarding the General Motors Dealer Sales and Service Agreements ("Agreements") in effect with Forrest Pontiac-Buick-GMC Truck, Inc.

It has come to the attention of GM that Forrest Pontiac-Buick-GMC Truck, Inc has lost its floor plan financing. This loss of floor plan is a violation of Article 10 of the Dealer Agreement.

Article 10 provides in relevant part:

Article 10.2

"To avoid damage to goodwill which could result if Dealer is financially unable to fulfill its commitments Dealer agrees to have and maintain a separate line of credit from a creditworthy financial institution reasonably acceptable to General Motors and available to finance the Dealer's purchase of new vehicles in conformance with the policies and procedures established by General Motors. The amount of the line of credit shall be sufficient for Dealer to meet its obligations under Article 6.4."

Based on our records Forrest Pontiac-Buick-GMC Truck, Inc has not ordered a vehicle since May 22, 2008, and has sold only 18 vehicles since May 22, 2008 and currently there are 93 new Pontiacs (19), Buick (15), GMC (59) in stock. The lack of a separate line of credit for flooring of new vehicles has impaired the dealership's ability to order and stock a selection of product for display and sale to potential customers. When customers do not find the necessary selection on hand, or do not have the ability to special order a vehicle they desire, there is unacceptable "damage to goodwill" with the consumers in Forrest Pontiac-Buick-GMC Truck, Inc's, Area of Primary Responsibility.

This violation of Article 10.2 is addressed in Article 13 of the Dealer Agreement. Article 13 provides in relevant part:

Article 13.1

"The following acts or events, which are within the control of Dealer or originate from action taken by Dealer or its management or owners, are material breaches of this Agreement. If General Motors learns that any of the acts or events has occurred, it may notify the Dealer in writing. If notified, Dealer will be given the opportunity to respond in writing within 30 days of receipt of the notice, explaining or correcting the situation to General Motors satisfaction."

Article 13.1.11

"Failure of Dealer to maintain the line of credit required by Article 10."

Page 2

Based on this breach of the Dealer Agreement, GM is providing Forrest Pontiac-Buick-GMC Truck, Inc with thirty (30) days from its receipt of this letter to correct this breach, or otherwise explain this breach, to GM's satisfaction. If Forrest Pontiac-Buick-GMC Truck, Inc fails to do so, GM may elect to terminate the Dealer Agreements and cease all business relationships with the dealership.

Please be assured that in the meantime, GM will continue to conduct business with Forrest Pontiac-Buick-GMC Truck, Inc according to the Dealer Agreements, and will expect the dealership to likewise fulfill its responsibilities and obligations under its Dealer Agreements.

Very truly yours,

A handwritten signature in black ink that reads "Felipe Herrera" with a small flourish at the end.

Felipe Herrera
Zone Manager
General Motors Corporation

c: Dealer Business Planning Group
Vanessa Demench, Dealer Accounting (vanessa.demenech@gm.com)

**E
X
H
I
B
I
T

F**

EXHIBIT F



CERTIFIED MAIL – 7001 2510 0000 2547 5382
RETURN RECEIPT REQUESTED

PERSONAL & CONFIDENTIAL

General Motors Corporation
Dealer Contractual Group
Mail Code 482-A06-C66
100 GM Renaissance Center
Detroit, MI 48265-1000

July 7, 2008

Forrest Chevrolet-Cadillac, Inc
PO Box 37
Cleburne, TX 76033-0037

Attention: Mr. Charles M. Forrest, Vice President

This letter is written by General Motors Corporation ("GM") regarding the General Motors Dealer Sales and Service Agreements ("Agreements") in effect with Forrest Chevrolet-Cadillac, Inc.

It has come to the attention of GM that Forrest Chevrolet-Cadillac, Inc has lost its floor plan financing. This loss of floor plan is a violation of Article 10 of the Dealer Agreement.

Article 10 provides in relevant part:

Article 10.2

"To avoid damage to goodwill which could result if Dealer is financially unable to fulfill its commitments Dealer agrees to have and maintain a separate line of credit from a creditworthy financial institution reasonably acceptable to General Motors and available to finance the Dealer's purchase of new vehicles in conformance with the policies and procedures established by General Motors. The amount of the line of credit shall be sufficient for Dealer to meet its obligations under Article 6.4."

Based on our records Forrest Chevrolet-Cadillac, Inc, has not ordered a vehicle since May 22, 2008, and has sold only 28 vehicles since May 22, 2008 and currently there are 143 new Chevrolet (119), Cadillac (24), vehicles in stock. The lack of a separate line of credit for flooring of new vehicles has impaired the dealership's ability to order and stock a selection of product for display and sale to potential customers. When customers do not find the necessary selection on hand, or do not have the ability to special order a vehicle they desire, there is unacceptable "damage to goodwill" with the consumers in Forrest Chevrolet-Cadillac, Inc's Area of Primary Responsibility.

This violation of Article 10.2 is addressed in Article 13 of the Dealer Agreement. Article 13 provides in relevant part:

Article 13.1

"The following acts or events, which are within the control of Dealer or originate from action taken by Dealer or its management or owners, are material breaches of this Agreement. If General Motors learns that any of the acts or events has occurred, it may notify the Dealer in writing. If notified, Dealer will be given the opportunity to respond in writing within 30 days of receipt of the notice, explaining or correcting the situation to General Motors satisfaction."

Article 13.1.11

"Failure of Dealer to maintain the line of credit required by Article 10."

Page 2

Based on this breach of the Dealer Agreement, GM is providing Forrest Pontiac-Buick-GMC Truck, Inc with thirty (30) days from its receipt of this letter to correct this breach, or otherwise explain this breach, to GM's satisfaction. If Forrest Pontiac-Buick-GMC Truck, Inc fails to do so, GM may elect to terminate the Dealer Agreements and cease all business relationships with the dealership.

Please be assured that in the meantime, GM will continue to conduct business with Forrest Pontiac-Buick-GMC Truck, Inc according to the Dealer Agreements, and will expect the dealership to likewise fulfill its responsibilities and obligations under its Dealer Agreements.

Very truly yours,

A handwritten signature in black ink that reads "Felipe Herrera" with a small flourish at the end.

Felipe Herrera
Zone Manager
General Motors Corporation

c: Dealer Business Planning Group
Vanessa Demench, Dealer Accounting (vanessa.demenech@gm.com)